

The complaint

Miss A complains that Yorkshire Building Society (YBS) won't refund the money she lost following a number of payments she made from her account.

What happened

In September 2019, Miss A made three payments out of her YBS account to her now ex-partner totalling £306,000. She says at the time she understood that he would use the money to purchase a property they would both benefit from. But this didn't happen, and her partner later told her they had lost her money.

Miss A complained to YBS in July 2024 that she had been in an abusive and controlling relationship with her partner at the time, and that YBS hadn't done enough to protect her when she made the payments. So she asked it to refund the money she had lost.

YBS investigated but said it had discussed the payments with Miss A at the time and didn't agree it had made an error or acted unfairly towards her. So it didn't agree to refund the money she had lost. Miss A wasn't satisfied with YBS' response, so referred a complaint to our service.

One of our investigators looked at the complaint. They didn't think anything we would have expected YBS to have done would have stopped the payments being made or recovered any of the money Miss A had lost. So they didn't think it would be fair to require it to refund her. Miss A disagreed with our investigator, so the complaint has been passed to me.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Miss A has sent us a considerable amount of detailed information and evidence about her relationship with her now ex-partner, his controlling behaviour and the violent and economic abuse she suffered. I have great sympathy for the circumstances she found herself in and nothing in my decision should be taken as meaning I doubt her version of events about the abuse she suffered or feel she has done anything wrong here.

But, based on the evidence I've seen, I don't think anything I would have expected YBS to have done would have prevented her loss or recovered any of her money. And, because of this, I can't uphold her complaint. I'll explain why below.

In broad terms, the starting position at law is that banks are expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment Services Regulations (in this case the 2017 regulations) and the terms and conditions of the customer's account.

And Miss A accepts she made the payments here. So while I recognise she now feels her ex-partner didn't do what they agreed with the money, she did authorise the payments. And

so the starting position in law is that YBS was obliged to follow her instructions and make the payments. So Miss A isn't automatically entitled to a refund.

Taking into account relevant law, regulators rules and guidance, relevant codes of practice and what I consider to have been good industry practice at the time, I consider it fair and reasonable that in September 2019 YBS should:

- have been monitoring accounts and any payments made or received to counter various risks, including preventing fraud and scams;
- have had systems in place to look out for unusual transactions or other signs that might indicate that its customers were at risk of fraud (among other things). This is particularly so given the increase in sophisticated fraud and scams in recent years, which firms are generally more familiar with than the average customer;
- in some circumstances, irrespective of the payment channel used, have taken additional steps, or made additional checks, or provided additional warnings, before processing a payment;

But, even if YBS had identified that Miss A was at heightened risk of financial harm from fraud when making some of these payments, I don't think the action I would have expected it to take would have prevented her loss. I'll explain why below.

The payments Miss A was making here were for very large amounts, so I'm satisfied YBS ought to have identified that she was at heightened risk of financial harm as a result. I think it should have contacted her before allowing the payments to go through, to try to establish the circumstances surrounding the payments. And I think this should have included probing and in-depth questioning about why she was making the payments and then reasonable steps to address any risks it identified.

YBS has said it did contact Miss A when she tried to make these payments, was told she was sending the money to her partner, and discussed fraud and scams with her. But, due to the amount of time that has passed since the payments and its contact with her, the records of this contact YBS has been able to provide aren't very detailed. And so I can't see that the questions it asked Miss A went far enough to adequately address the risks I think it should have identified.

However, even if YBS had asked the kind of probing and in-depth questions I would have expected it to when Miss A made these payments, I don't think it would have uncovered significant concerns or had reason to stop her making the payments.

I appreciate Miss A now recognises that she was in an abusive and controlling relationship and that she was being manipulated by her now ex-partner. But, from what she's said and the evidence she's sent us, at the time the payments were made she thought the money was going to be used to purchase a property that she would benefit from and she wanted this purchase to go ahead.

So if YBS had stopped the payments and asked her questions about them, I think she would likely have told it that the money was for a property purchase with her partner and that she was happy for the payments to be made.

As sending money to a partner for a property purchase is a legitimate reason for making a large payment out of an account, I don't think being told this would have caused YBS any specific concern.

And, from what I've seen, I don't think there would likely have been anything about its interaction with Miss A which would or ought to have made YBS aware that she was being manipulated, was the victim of abuse, or was likely to lose her money if the payments were allowed to be made. From what I've seen, YBS doesn't appear to have been aware of Miss A's wider circumstances until she raised this complaint.

So even if YBS had asked more probing and in-depth questions about the payments Miss A was making here, I think it would have been satisfied with the information it was given and I don't think any action I would have expected it to take would have uncovered any significant concerns. I don't think anything I would have expected YBS to have done would have stopped Miss A from making the payments.

Miss A has also said that, when she was making the payments, she was told by YBS that it wouldn't be able to recover her money if it was subsequently lost. And that this meant she didn't report her loss to it as soon as she could have done. But, due to the amount of time that has passed, I can't confirm exactly what it told her. And, even if she was told this, I don't think it's likely it has prevented her from being able to recover her money as she's told us she ended the relationship with her ex-partner in late 2021. So even if she had reported her loss to YBS at that point, it would still have been more than two years since the payments were made. And so I think it's unlikely anything I would reasonably have expected YBS to have done at that point would have led to any of her money being recovered.

Miss A has also said she feels she has received less preferential treatment from YBS due to having an internet-based account, and that she feels she would have been treated better if she had a branch-based account. But I've not seen anything to suggest YBS has provided her poorer service than it would have done if she held a different account. And I still don't think anything I would have expected YBS to have done would have prevented the loss she suffered here, regardless of the type of account she held.

As I mentioned above, I have great sympathy for the circumstances Miss A found herself in here. I appreciate she has lost a significant amount of money and I'm in no way suggesting I doubt her version of events about the abuse she suffered or feel she has done anything wrong here. But I can only look at YBS' responsibilities and, for the reasons I've set out above, I don't think anything I would reasonably have expected it to have done would have prevented the loss she suffered. And so I don't think it would be fair to require YBS to refund the money Miss A has lost.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 26 September 2025.

Alan Millward
Ombudsman